

EXHIBIT A

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KING COUNTY
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CASE #: 19-2-11204-2 SEA

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

AMANDA GILMER,

Plaintiff,

v.

SYMETRA LIFE INSURANCE
HEALTH AND WELFARE PLAN;
SYMETRA LIFE INSURANCE
COMPANY; and RELIANCE
STANDARD LIFE INSURANCE
COMPANY d/b/a CUSTOM
DISABILITY SOLUTIONS,

Defendants.

No.

COMPLAINT FOR DECLARATION OF
RIGHT TO BENEFITS AND FOR
RECOVERY OF BENEFITS

COMES NOW THE PLAINTIFF, Amanda Gilmer, and alleges as follows:

I. NATURE OF ACTION

1.1 This action arises under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 *et seq.*, and specifically under 29 U.S.C. § 1132(a)(1)(B).

1.2 Plaintiff brings this action for the purpose of recovering benefits under an ERISA-governed employee benefit plan, enforcing her rights under that Plan, and clarifying her rights to future benefits under the Plan.

II. JURISDICTION AND VENUE

2.1 The King County Superior Court has jurisdiction of this matter under 29 U.S.C. § 1132(e).

2.2 Venue is proper pursuant to RCW 4.12.020 and/or RCW 4.12.025.

III. PARTIES

3.1 Amanda Gilmer is an adult residing in Kirkland, Washington.

3.2 Defendant Symetra Life Insurance Health and Welfare Plan is an “employee benefit plan” within the meaning of 29 U.S.C. § 1002(3).

3.3 Defendant Symetra Life Insurance Company is the Plan Administrator of the Symetra Life Insurance Health and Welfare Plan.

3.4 Defendant Reliance Standard Life Insurance Company is a foreign insurance company, authorized to sell insurance in Washington State. At times, this Defendant does business as “Custom Disability Solutions.”

IV. FACTUAL ALLEGATIONS

4.1 Defendant Symetra Life Insurance Health and Welfare Plan is an “employee benefit plan” within the meaning of 29 U.S.C. § 1002(3). This Defendant is referred to herein as “the Plan.”

4.2 Defendant Symetra Life Insurance Company is an insurance company authorized to sell insurance, including disability insurance, in Washington State.

4.3 Defendant Symetra Life Insurance Company is the Plan Administrator of the Plan.

4.4 Defendant Symetra Life Insurance Company is an “administrator,” within the meaning of 29 U.S.C. § 1002(16), of the Plan.

1 4.5 Defendant Symetra Life Insurance Company is a “fiduciary,” within the meaning of
2 29 U.S.C. § 1002(21), with respect to the Plan.

3 4.6 Defendant Reliance Standard Life Insurance Company is a foreign insurance
4 company, authorized to sell insurance in Washington State. This Defendant is sometimes
5 referred to below as “RSLI.”

6 4.7 “Custom Disability Solutions” is a division of Defendant Reliance Standard Life
7 Insurance Company.

8 4.8 Defendant Reliance Standard Life Insurance Company does business, at times, as
9 “Custom Disability Solutions.” Custom Disability Solutions is referred to below as “CDS.”

10 4.9 Through CDS, Defendant RSLI provides certain administrative services to the Plan,
11 including evaluation of long-term disability claims made under the Plan.

12 4.10 Plaintiff was employed by Symetra Life Insurance Company.

13 4.11 Symetra Life Insurance Company is an “employer” as that term is defined by 29
14 U.S.C. § 1002(5).

15 4.12 Plaintiff was an “employee,” within the meaning of 29 U.S.C. § 1002(6), of
16 Symetra Life Insurance Company.

17 4.13 Plaintiff is a “participant,” within the meaning of 29 U.S.C. § 1002(7), of the Plan.

18 4.14 Plaintiff is a “beneficiary,” within the meaning of 29 U.S.C. § 1002(8), of the Plan.

19 4.15 Defendant Symetra Life Insurance Company insures the Plan’s long-term disability
20 benefits through a group disability insurance policy, Policy Number 01-015430 (referred to
21 below as “the Policy”).

22 4.16 The Policy states in relevant part:

23 WHAT DOES DISABILITY MEAN?

1 Disabled/Disability means our determination that your sickness or injury began
2 while you are covered under the policy and:

3 • During the elimination period and for the first 24 months of disability benefits,

4 a. prevents you from performing with reasonable continuity the material and
substantial duties of your regular occupation; OR

5 b. you are performing the substantial and material duties of your regular
6 occupation on a part-time basis or some but not all of the material and substantial
7 duties on a full-time basis, or are performing any gainful occupation, and as a
result, the income you are able to earn is less than or
equal to 80% of your indexed pre-disability earnings.

8 • After the first 24 months of disability benefits,

9 a. prevents you from performing with reasonable continuity the material and
substantial duties of any gainful occupation; OR

10 b. you are performing the material and substantial duties of your regular
11 occupation or any gainful occupation on a part-time basis or some but not all of
the material and substantial duties on a full-time basis, and as a result, the income
12 you are able to earn is less than or equal to 80% of your indexed pre-disability
earnings.

13 4.17 Plaintiff became disabled under the Plan on or about September 1, 2016, in that
14 sickness prevented from performing with reasonable continuity the material and substantial
15 duties of her regular occupation.

16 4.18 Plaintiff applied for long-term disability benefits under the Plan.

17 4.19 Defendants agreed that Plaintiff was disabled under the Plan, and approved her
18 claim for long-term disability benefits.

19 4.20 Symetra Life Insurance Company began paying Plaintiff long-term disability
20 benefits and continued doing so until on or about December 1, 2018.

21 4.21 On or about November 28, 2018, Defendants advised Plaintiff that she was no
22 longer disabled under the Plan, and that her disability benefits were accordingly terminated
23 effective December 1, 2018.

